

U.S. Department of Justice
Attorney Student Loan Repayment Program (ASLRP)
Service Agreement

NAME: _____ SSN: _____

In consideration of the attorney student loan repayment incentive for which I may qualify under 5 U.S.C. § 5379, as implemented by the regulations of the U.S. Office of Personnel Management (5 CFR Part 537) and the policies of the Department of Justice, I hereby agree:

1. To complete three (3) years of service with the Department of Justice.
2. The amount of the student loan repayment I am requesting in FY-05 (may not exceed \$6,000) is: \$ _____. I have read and understand the "Matching Funds" provisions of the ASLRP Policy. I understand that the ASLRP is a supplement to, not a substitute for, my personal student loan repayment obligations. I understand that when determining the amount to repay on a my behalf, the Department will match the annual amount that I pay on my qualifying Federal student loans (up to \$6,000 per calendar year), except that if my annual base salary is less than \$74,000, I automatically will receive the maximum repayment amount without consideration of the amount I paid in the preceding calendar year. I understand that amounts to be paid on my behalf beyond FY-05 are subject to the availability of funds and my continued eligibility. I understand that renewal is not automatic – I must request consideration for ASLRP annually. **I understand that any loan repayments made on my behalf are taxable and subject to withholding and that the Department will deduct applicable withholdings from the approved amount prior to issuing payment to my loan holder(s).** I acknowledge that I must receive at least a "fully successful" rating on my performance evaluation report (or equivalent level of performance under the applicable performance management system) to remain eligible.
3. My total Federal student loan debt (see 5 U.S.C. § 5379 for qualifying loans) is: \$ _____. (I understand that by Department policy, only loans taken out by me and used to pay costs incurred by me may be approved for ASLRP incentives).
4. If I am selected for the ASLRP, the effective date of the service commitment will be the date of initial approval by the Department, and is effective for three years thereafter. I have read and understand the options available to me upon the expiration of my initial service obligation, as posted in the ASLRP Policy for FY 2005.
5. I authorize the Department or designated employees or agents of the Department to verify the status, payment history, and outstanding balance of each loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.
6. This service agreement in no way constitutes a right, promise, or entitlement for continued employment. Acceptance of this agreement does not alter the conditions or terms of my employment. Accordingly, this agreement will not preclude or limit the Department from effecting personnel actions as may be appropriate.
7. I will notify OARM in writing of any transfer to a new position or post, highlighting that I am an ASLRP recipient.

8. I will notify OARM and my component Human Resources office, in writing, of my intention to voluntarily separate, resign, or retire before completing the 3-year service obligation.

9. In the event I voluntarily leave the Department (including moves to another Federal agency), or in the event I am involuntarily separated for misconduct or performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department for the full amount of any student loan repayment incentives received under this service agreement. (If I am an Honors Program attorney serving on a 14-month temporary assignment, I understand that I must reimburse the Department if I am not converted to permanent status (e.g., failure to pass the bar exam, failure of admission to a bar of any jurisdiction, found unsuitable subsequent to background investigation, etc.).

10. I understand that I remain responsible for making all scheduled student loan payments. I understand that this responsibility is not abated by selection for participation in the ASLRP.

11. Loan repayments made by the Department of Justice pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan taken out by me.

12. I am responsible for any income tax obligation resulting from the student loan repayments the Department makes on my behalf.

13. I understand that the Department currently will not exceed the \$40,000 lifetime maximum student loan repayment limit established by policy.

14. This agreement is null and void if I am not selected for ASLRP in fiscal year 2005.

I, _____ agree to the terms of this Service Agreement.
PRINT or TYPE NAME

SIGNATURE

DATE

FOR OARM USE ONLY:

A. This individual was approved for ASLRP on _____, 2005 in the amount of \$ _____.

Effective date of service commitment is _____ through _____.

General

This information is provided pursuant to the Privacy Act of 1974 (P.L. 93-597).

Authority for Collection of Information

5 U.S.C § 5379

Purpose and Uses

The main purpose for collecting the information requested on this form is to establish the terms under which an individual receives a student loan repayment incentive under the Attorney Student Loan Repayment Program. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service for tax withholding purposes, the Department of Treasury for payroll action, and to the Department of Labor for worker compensation claims. This information may also be used by the Department of Justice for other lawful purposes including recoupment, law enforcement and in the event of litigation. In addition, these records, or information therein, may also be used within the Department of Justice for study purposes, such as projection of staffing needs, and/or creation of non-identifiable statistical data for reports to other Federal agencies and Congress.

Information Regarding Disclosure of Your Social Security Account Number

Disclosure of the SSN is mandatory since it is the identifier used by the Internal Revenue Service and for the withholding of taxes from your salary. The use of the SSN is necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and whose identities can be distinguished only by the SSN. It is used primarily to identify an employee's personnel, leave, and pay records and to relate one to the other. In this regard, it is also used by the Department of Justice to locate records in order to respond to lawful requests for information from former employers, educational institutions, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The SSN also will be used for the selection of persons to be included in statistical studies of personnel management matters.

Effect of Non-disclosure

Your submission of this agreement is voluntary; however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive an incentive benefit.